

**AGREEMENT BETWEEN KUYKENDALL & ASSOCIATES, P.C.  
AND THE RABEN GROUP, LLC**

This Agreement between Kuykendall & Associates, P.C. ("Kuykendall"), 531 Convent Avenue, Tucson, AZ 85701-2612, and The Raben Group, LLC ("The Raben Group"), 1640 Rhode Island Avenue, NW, Suite 600, Washington, DC 20036, Tax ID # 52-2296319, sets forth as follows:

1. Kuykendall has retained the services of The Raben Group to develop and execute a federal lobbying and communications strategy relating to the enforcement of the *Avena* judgment of the International Court of Justice, following the decision of the U.S. Supreme Court in *Medellin v. Texas*. Katharine Huffman will serve as the primary representative of The Raben Group. Other Raben Group professionals will assist her as needed. Gregory J. Kuykendall will serve as the primary representative of Kuykendall.
2. This Agreement is an amendment to the agreement that took effect on 1 January, 2009. The term of this Agreement is from 1 June, 2014 through 31 May, 2015.
3. Ms. Huffman, as the representative of The Raben Group, shall report directly to Greg Kuykendall and others as he directs. She will assist with the following activities:
  - Ongoing development and execution of a comprehensive lobbying and communications strategy directed at key members and staff at the White House, relevant federal agencies, congressional committees, and/or other opinion leaders and decision makers with an influence on the implementation of the *Avena* judgment.
  - Identification of key constituent voices and third-party validators, or "grasstops," who will lend their critical support to our efforts.
  - Ongoing development of materials to support the lobbying and communications program, including (as appropriate) fact sheets, Hill briefings, Dear Colleagues, one-minute speeches and other communications vehicles.
  - Regular strategy sessions with the client and other appropriate personnel.

Any work performed by The Raben Group outside of the responsibilities listed herein must be approved in advance by Mr. Kuykendall.

4. In consideration for these services, Kuykendall shall compensate The Raben Group in the amount of \$4,285 per month for the period from 1 June, 2014 through 31 May, 2015. In addition, Kuykendall will cover any project-related expenses (See (5.) below). Upon receipt and approval of its monthly invoice, payment will be made within 15 days.
5. The Raben Group will be reimbursed for any legitimate project-related expenses incurred in connection with this Agreement. Payment will be effected by Kuykendall upon approval of expense report(s) supported by original receipts and invoices. Any extraordinary expenses will be pre-approved by Mr. Kuykendall. Examples of extraordinary expenses are airline tickets and hotels.

6. The Raben Group will adhere to the guidelines set forth in the attached "MCLAP Billing Requirements" and shall mail its invoices and receipts to the MCLAP bookkeeper:

Ruth Ann Valdivia  
63870 W. Quail Haven Drive  
Bend, OR 97701

7. It is noted that the billing requirements describe non-reimbursable fees and expenses. In addition, all expenses must be documented with original receipts that show the date, items purchased, price per item and total price, and this information on the receipts must be clearly legible when received by MCLAP.
8. The Raben Group shall submit its billing on a monthly basis. All fees and expenses incurred prior to June 1, 2015, shall be submitted for payment by June 30, 2015.
9. The Raben Group shall indemnify and hold harmless Kuykendall, its officers and employees against all losses, claims, liabilities, damages and expenses of any nature, directly or indirectly, arising out of, or as a result of any act or omission by The Raben Group, its employees, agents or subcontractors in the performance of this Agreement.
10. The Raben Group and its employees, agents and subcontractors agree to maintain confidentiality with respect to proprietary and confidential information it has obtained with respect to its work under this Agreement. Confidentiality shall survive the termination of the agreement.
11. Mr. Kuykendall contracts directly with the Mexican government as the Director of MCLAP and his duties include arranging for attorneys to provide legal services related to Mexican nationals in death penalty cases. While Mr. Kuykendall is not personally obligated for payment of Raben Group's fees and costs, Mr. Kuykendall understands the importance of prompt payment and will use his best efforts to see that fees and costs are paid in a timely manner. If Raben Group has questions or concerns in that regard, it will contact Mr. Kuykendall without delay.
12. Both parties to this agreement understand and agree that this contract is confidential to the parties, will run exclusively between the parties and will not legally implicate Mexico in any way.
13. Either party may terminate this Agreement with or without cause upon written notice. Each party agrees that if the Agreement is terminated, each party will fulfill the responsibilities to which it has committed prior to the time that notice of termination is given.
14. This Agreement represents the totality of the agreement between the parties and may be modified and/or any provision thereof may be waived only by a writing signed by both parties.
15. The parties agree to retain their senses of humor.

In the unlikely event of any dispute regarding this contract, both parties agree to be bound by arbitration applying Arizona law in Arizona.

In Witness Whereof, the parties have signed or caused their duly authorized representatives to sign this Agreement.

Date: June 1, 2014

Kuykendall & Associates, P.C.

The Raben Group, LLC

BY:

Gregory J. Kuykendall  
Director, Mexican Capital Legal Assistance Program

BY:

Robert Raben  
President